

27th JUDICIAL DISTRICT OF PENNSYLVANIA



COURT OF COMMON PLEAS OF WASHINGTON COUNTY

Telework/Remote Work Policy

I. Purpose

The purpose of this policy is to provide a framework appropriate for making job assignments to employees that involve the utilization of telework, or remote work, arrangements.

Telework is a work assignment whereby an employee may be allowed to work from his/her primary residence on a periodic or regular basis. In all instances, teleworking is viewed as a mechanism for facilitating the fulfillment of organizational and departmental goals. Telework as a work alternative is not designed to be a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances.

Telework is a discretionary work arrangement that may be permitted after careful consideration by an employee's Department Head. It is not required, nor suited to all jobs or job tasks. Rather, it is to be utilized in those situations where the most effective results can be achieved without adverse consequences to the Court's mission, needs, and business culture. Approval of telework assignments will take into consideration an employee's work performance, work habits, and other job-related factors that may be indicative of the suitability of the task(s) and/or employee for a telework assignment.

II. Approval Process

Employees may be considered for telework assignments provided the work to be performed is determined by the employee's Department Head to be suitable for the assignment. Telework agreements must be made in writing on the appropriate form and must be submitted to and approved by the Department Head and the District Court Administrator prior to the date work is to begin off-site. Approval of a telework assignment is discretionary and said approval may be modified or rescinded at any time. Telework assignments may be approved as follows:

1. On a periodic basis: This option allows telework assignments to be made and approved to meet periodic needs and is usually associated with specific project work. It is not meant to be an on-going arrangement. The period of the assignment is to be determined by the Department Head.
2. On a regular basis: This telework option allows telework assignments to be made and approved to meet organizational/departmental needs that are on-going and long-term in duration. The schedule and period of assignment is to be determined by the Department Head. Approval for this telework option must be in writing on the appropriate form.

Approval to telework may be rescinded or modified at any time to meet organizational/departmental goals, for non-compliance with the agreement, disciplinary action, or any other reason by the Department Head or District Court Administrator.

This section does not apply to the personal staff of common pleas judges, who maintain the sole discretion to approve or disapprove of telework arrangements among their respective personal staff.

III. Requirements

While teleworking, the employee will:

1. Remain accessible during the telecommute work schedule.
2. Check in with the supervisor to discuss status and open issues.
3. Be available for teleconferences, scheduled on an as-needed basis.
4. Be available to come to the office if a business need arises.
5. Request supervisor's approval in advance of working any overtime hours (if employee is non-exempt).
6. Request supervisor approval to use vacation, sick, or other leave in the same manner as when working at employee's regular work location.

The performance of official duties by teleworking will be noted in the County's payroll system unless the employee has a full-time teleworking arrangement.

IV. Telework Site

The employee agrees to work at the office or teleworking location and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement and/or other appropriate disciplinary action. The teleworking location must be the primary residence of the employee. The employee further agrees to the following if teleworking:

1. Maintain a dedicated, safe, and ergonomically sound work environment.
2. Report work-related injuries to the supervisor at the earliest opportunity, and to hold the employer harmless for injury to others at the teleworking location.
3. Report to employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
4. Utilize Internet access ensuring appropriate bandwidth to operate with employer network.

Workers' Compensation: The Court and/or the County will be held harmless against all claims, excluding workers' compensation claims, resulting from an employee working at the teleworking location. To the extent applicable, the employee is covered under the workers' compensation law if injured while performing official duties at the teleworking location. The employee agrees to maintain a safe working environment and understands that verified negligence or failure in this regard may subject the employee to appropriate disciplinary action.

The Court is not responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, insurance) whatsoever, associated with the use of the employee's residence, fixtures, or equipment. Employee understands that employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

V. Equipment and Confidentiality

The Employee will be allowed to use certain equipment as provided and approved by the Department Head or District Court Administrator. Employee agrees to protect any Court-owned equipment and to use the equipment only for official purposes. Use by family members and others is prohibited. The Court agrees to provide, service, and maintain any Court-owned equipment issued to the teleworking employee. Any Court-owned equipment will be returned to the Court upon demand.

All Court data must be handled in a secure and confidential manner. Office papers or records may only be moved to the telework location with permission of the Department Head. Official case records may not be removed from the Courthouse Complex or the employee's office under any circumstances. Any breach of confidentiality or unauthorized disclosure of information or data may result in disciplinary action.

VI. Use of Leave and Overtime

Telework is not intended to be used in place of leave time and all leave time must be approved in the ordinary course of business by the employee's supervisor. Telework is not to be used to allow an employee to be the primary caregiver of any individual while simultaneously performing the employee's job responsibilities. Department Heads may determine whether it is appropriate to offer a telework arrangement as an opportunity for temporary, partial, or full return to work from illness/injury or for disability accommodations based on Court or County policy and the criteria normally applied to decisions regarding the approval of telework.

If the employee works overtime that has been ordered and approved in advance, the employee will be compensated in accordance with applicable law and policies. The employee understands that unapproved overtime work will not be tolerated. By signing this agreement, the employee agrees that failing to obtain proper approval for overtime work may result in a modification or rescission of the telework arrangement, disciplinary action, and/or other appropriate action.

VII. Telework during Emergencies

Department Heads must communicate with employees eligible to telework the expectations for continuing to work during emergencies. Telework arrangements may be used as part of a plan to maintain continuity of operations.

VIII. Interpretation

This Policy is issued at the direction of and with the approval of the President Judge. The official interpretation of this Policy is by the President Judge or District Court Administrator. Questions regarding the Policy should first be directed to the District Court Administrator. All rights are reserved to revise or eliminate this Policy as necessary.

The language of this Policy does not create an employment contract between the employee and the Court. This Policy does not create any contractual rights or entitlements, but, instead, establishes conditions for permitting an employee to qualify for and continue to exercise the privilege of teleworking. A teleworking arrangement may be modified or rescinded at any time. No promises

or assurances, whether written or oral, which are contrary to or inconsistent with the terms of this agreement are binding upon the Court.

Approval and Effective Date

Effective Date: August 1, 2024

Approved by:


_____, P.J.
Gary Gilman, President Judge

27th JUDICIAL DISTRICT OF PENNSYLVANIA



COURT OF COMMON PLEAS OF WASHINGTON COUNTY

Telework/Remote Work Agreement

Employee Name: _____

Department Head: _____

Telework Address (primary residence): _____

Primary Work Schedule (may be altered with approval of Department Head):

Hours per week: _____ Days per week: _____ Work hours: _____

Other information: _____

Agreement Statement: *My signature indicates that I have read, understand, and accept the Policy. I understand that the Court, through its management, has the right to modify or rescind this agreement at any time.*

Employee Signature: _____ **Date:** _____

Approval of Telework/Remote Work Agreement:

Full-time Part-time Project-based Emergencies/COOP

Schedule: _____

Department Head: _____ Date: _____

District Court Administrator: _____ Date: _____